

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, September 26, 2016**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
September 12, 2016 Regular Meeting**

- 5. COMMUNICATIONS:**
 - A. From the Public** (Please limit comments to 3 minutes)
 - B. From the Mayor**
 - C. From Staff or Employees**

- 6. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety – September 20**
 - C. Public Works – September 20**
 - D. Administrative/Intergovernmental – September 26**
 - E. Community Development – September 15**
 - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS:**

- 8. NEW BUSINESS:**
 - A. Bid Award for Sunrise Lift Station Project**
 - B. Approve Contract with Wellens Farwell, Lift Station**
 - C. Appointment to Planning Commission**

- 9. COUNCIL COMMENTS**

- 10. ADJOURN:**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

CLARKSTON CITY COUNCIL MINUTES
September 12, 2016

ROLL CALL: Terry Beadles, Skate Pierce, Belinda Campbell, Monika Beauchamp, John Murray, Brian Kolstad, Kelly Blackmon

STAFF:

Chief Cooper, Chief Hastings, PWD Martin, City Attorney Richardson, Clerk Storey

AGENDA CHANGES: Mayor Lawrence added an executive session for union negotiations.

APPROVAL OF: Minutes of the August 22, 2016, Regular Meeting were approved as presented.

COMMUNICATIONS:

A. From the Public:

B. From Mayor:

Mayor Lawrence commented on the 9-11 procession.

Mayor Lawrence reported that we had our audit exit conference today. Estimated cost of the audit is about \$30,000.

Mayor Lawrence sent a letter to City of Lewiston, City of Asotin and Asotin County Fire District stating that the City is looking at options for fire and EMS services. She has also met with Lewiston City Manager Jim Bennett.

Mayor Lawrence attended a budget workshop in Leavenworth. She said that financial policies were discussed and the city might want to consider adopting a financial policy.

Staff has provided a draft of the Employee Handbook. It will be sent to WCIA for legal review prior to being adopted.

Mayor Lawrence suggested the next Public Works Committee be held at Beachview Park so committee can see the condition of the covered picnic areas and the deck at the skatepark, which are concerns.

Dept of Ecology has given an award to the WWTP for exemplary operations for the past year.

There is an MPO meeting concerning the Southway Bridge on September 14.

From Staff:

PWD Martin said that ED&H provided the review of the picnic shelter at Beachview Park at no charge to the City. They are recommending the shelter be taken down before the snow falls.

Clerk Storey reported on the results of the audit. The audit covered 2013, 2014 and 2015. The City received no findings. A management letter was issued with two items the city needs to improve on. One is asset inventory and the other is cost allocation. Storey commented that city staff does an excellent job and we have had clean audits for many years as a result.

COMMITTEE REPORTS

Finance: Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for August 31, 2016 of \$1,433.19 and for September 12, 2016 of \$386,410.52. MOTION BY BEADLES/BLACKMON to approve the bills as read. Motion carried.

Public Safety: Councilmember Beadles reported on the September 6 meeting. Chief Hastings recapped the recent fires near the bike path. Committee discussed the use of drones by law enforcement and citizens. Chief Hastings reported on a new Supreme Court decision on panhandling which indicates that a city cannot prohibit panhandling.

The mutual aid agreement with City of Lewiston for police was presented and recommended for approval.

A list of surplus police vehicles as reviewed. Committee recommends they be surplus.

The Chief and PWD are investigating traffic safety issues at 12th & Highland.
Chief Cooper presented the automatic aid agreement with Lewiston Fire and Asotin County Fire District. Committee recommends approval.
The firefighter's response to extending the MOU was discussed.

Public Works: No meeting. Councilmember Pierce announced that Public Works Committee will change its meeting time to 2:00 on the 1st & 3rd Tuesday.

Admin Committee: Councilmember Blackmon reported on the September 12 meeting. Committee discussed the employee handbook.

Community Development: No meeting. Councilmember Campbell announced that committee will move their meeting date to the 1st & 3rd Thursday at 2:00.

Outside Organizations: Councilmember Murray said the Regional Stormwater committee met. They discussed the budget.

UNFINISHED BUSINESS:

NEW BUSINESS:

A. Resolution No. 2016-09, Surplus Printer

Resolution No. 2016-09 was read by title. MOTION BY BEAUCHAMP/CAMPBELL to approve Resolution No. 2016-09. Motion carried.

B. Resolution No. 2016-10, Surplus Police Vehicles

Resolution No. 2016-10 was read by title. MOTION BY BEADLES/KOLSTAD to approve Resolution No. 2016-10. Motion carried.

C. Mutual Aid Agreement with City of Lewiston Police

Chief Hastings explained that the existing mutual aid agreement has been in place for several years and needs to be updated. This updated agreement has been reviewed by legal counsel for both cities. MOTION BY BLACKMON/BEADLES to approve the mutual aid agreement. Motion carried.

D. Mutual and Automatic Aid Agreement for Fire with City of Lewiston

Chief Cooper said this is an enhancement to the current mutual aid agreement. This adds automatic aid to the agreement that would apply in certain conditions. MOTION BY KOLSTAD/BEAUCHAMP to approve the agreement. Motion carried.

COUNCIL COMMENTS:

Councilmember Beadles said he attended the audit conference and thanked Clerk Storey and her staff for the years of excellent audits.

Councilmember Pierce commented on the firefighter's response to a requested extension of the MOU. The firefighter's asked council to authorize the hiring of an additional firefighter. No decision has been made on that request.

Councilmember Kolstad acknowledged the efforts of Chief Hastings and the officers who responded and apprehended the suspect who set the fires.

Councilmember Murray commented that the City has adopted the County's noxious weed regulations and we should review it in regard to puncture vine.

EXECUTIVE SESSION: Council adjourned to executive session at 7:32 p.m. for union negotiations. Anticipated length is 10 minutes with action anticipated as a result of the session. Council returned to open session at 7:42 p.m.

MOTION BY PIERCE/BLACKMON authorizing the mayor to sign the collective bargaining agreement with the firefighter's union. Motion carried.

ADJOURNMENT:

Meeting adjourned at 7:44 p.m.

Vickie Storey, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 8/31/16	Ck #62329-30, 20160802-05,	\$1,433.19
Total Fund Expenditures, 9/12/16	Ck # 623371-62463	\$105,748.55
Payroll, 8/31/16	Ck #62331-70	\$280,661.97

DRAFT

Public Safety Committee

September 20, 2016

Attendance: Chief Hastings, Chief Cooper, Skate Pierce, Dick Jones, Terry Beadles

Chief Hastings discussed a future meeting with Quality Behavior Health to address homeless population issues.

The Chief presented the future possibility of combining the ½ time evidence clerk position with the ½ time animal control officer into one full time position.

The Police Department will be training with the “You Have Options” program. The training deals with the victims of sexual crimes.

The Department completed School Bus Safety procedures with the School District.

School Safety procedures will be reviewed with the School District on October 7th.

Chief Cooper discussed the cost of hiring a temporary 11th person for the Fire Department.

The Chief recapped the discussion about the Fire Department reorganization. There was a recent meeting with the Lewiston Fire Chief and the Asotin County Fire District Chief, a future meeting is also scheduled.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Clarkston, Washington ("Owner") and Wellens Farwell Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Base Bid: The Project consists of the removal of an existing lift station package, installation of a new bypass pumping manhole, installation of a new concrete pad, installation of a new lift station package, piping improvements, site work, demolition of miscellaneous items, electrical work, and other items of miscellaneous work specified and shown on the drawings.

Additive Bid Item 1: Supply one extra pump motor.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Sunrise Lift Station Upgrades, City of Clarkston, Washington.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Keller Associates.

3.02 The Owner has retained Keller Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 170 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the

General Conditions within 200 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit. The total contract price is a lump sum of: \$ 169,403.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise

meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 76, inclusive).
 - 5. Supplementary Conditions (pages 1 to 8, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Sunrise Lift Station Upgrades.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 34, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in two parts. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 9/27/2016 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Clarkston

Wellens Farwell Inc.

By: Monika Lawrence

By: Troy Farwell

Title: Mayor

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

829 5th Street

107 W. Alder Street

Clarkston, WA 99403

Enterprise, OR 97828

License No.: WELLEFI912C4

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

City of Clarkston
829 5th Street
Clarkston, WA 99403
(509) 758 5541

VOLUNTEER APPLICATION FOR
PLANNING COMMISSION

Name Lee M. Plancher
Phone 509-758-4988 Email 2.Salmastafarman@gmail.com

Address 1326 16th St
City Clarkston State WA Zip 99403

Are you over 18 year of age? yes Yes _____ No

How long have you been a resident of Clarkston? 26 years

Are you a registered voter? yes Yes _____ No

Why do you want to serve on the Planning Commission? _____

I am retired + have time to spend
helping the City of Clarkston

List special skills, interests or knowledge that you would bring to the committee: _____

Some years as the City of Kendrick Id
only Maintenance Man, in Charge of Sewer System
Water System, Streets, Fire, Police, + city swim pool
Also
worked for Twin City Foods as mechanic, + built House on 5th St

The Planning Commission meets regularly on the 1st & 3rd Monday at 6:00 p.m. Are you Clarkston

available to attend this committee's regular meetings? yes Yes _____ No